

Panaji, 12th November, 1998 (Kartika 21, 1920)

SERIES II No. 33

OFFICIAL GAZETTE



GOVERNMENT OF GOA

Note: There is one Extraordinary issue to the Official Gazette Sr. II, No. 32 dated 5-11-98 namely Extraordinary dated 11-11-98 from pages 453 to 454 regarding Order from Department of Finance (Revenue & Expenditure Division).

GOVERNMENT OF GOA

Department of Agriculture

Order

No. 2/12/98-AGRI/200

In pursuance of article 76(i) of Memorandum of Association, the Government of Goa is pleased to reconstitute the Board of Directors for Goa State Horticulture Development Corporation Ltd., as under:—

- | | |
|---|--------------------|
| 1. General Sunit Rodrigues (Rtd.) Porvorim— | Chairman. |
| 2. Mr. Rosendo Mendonca, Guirim — | Vice-Chairman. |
| 3. Office-in-charge of NABARD, Panaji — | Director. |
| 4. Mr. Sadanand Naik, Margao — | Director. |
| 5. Miss Anita Fernandes, Arpora, Bardez — | Director. |
| 6. Mr. Victor Gonsalves, St. Cruz — | Director. |
| 7. Mr. Aadut Salelkar, Sanguem — | Director. |
| 8. Mr. Dominic Rodrigues, Candolim — | Director. |
| 9. Mr. Julio D'Silva, Chandor, Salcete — | Director. |
| 10. Joint Secretary (Finance) — | Director. |
| 11. Director of Agriculture — | Director. |
| 12. Shri Ali Ahmad — | Managing Director. |

The Board will function for a period of two years from the date of issue of this order.

This order is issued in supersession to order No. 2/12/96-AGRI/158 dated 6-3-1997.

R. G. Joshi, Director of Agriculture & Ex-Officio Jt. Secretary.

Panaji, 15th October, 1998.

Department of Finance Revenue & Expenditure Division Directorate of Accounts

Order

No. DA/Admn/45-3/98-99/TR-1137/66

- Ref.:— (1) Order No. 6/1/92-Fin (Exp) dated 2-2-1993.
 (2) Order No. 6/1/92-Fin (Exp) dated 7-6-1993.
 (3) " No. 6/1/92-Fin (Exp) Vol. I dated 22-8-1994.
 (4) " No. 6/1/92-Fin (Exp) Vol. I dt. 17-1-1995.
 (5) " No. 6/1/95-Fin (Exp) dated 8-10-1996.
 (6) " No. 6/1/95-Fin (Exp) dated 12-2-1997.
 (7) " No. 6/1/95-Fin (Exp) dated 3-4-1997.
 (8) " No. DA/Admn/45-3/97-98/3 dated 23-5-1997.
 (9) " No. DA/Admn/45-3/97-98/TR-1278/61 dtd. 24-9-1997.

Whereas 43 Accountants were promoted as Asstt. Accounts Officers vide above referred orders, issued from time to time, subject to the result of Writ Petition No. 429/93.

Whereas the Accountants of erstwhile Family and Child Welfare Board were absorbed as Accountants in the Directorate of Social Welfare Department and subsequently included as Accountants in Common Accounts Cadre. As per the Recruitment Rules for the post of Asst. Accounts Officers, Accountants who have passed the final examination of Accountants are eligible for promotion to the post of Asst. Accounts Officers. Since they did not appear and pass the Departmental Examination they were not considered for promotion at the time of issue of above referred orders.

And whereas aggrieved by this decision, one of the above Accountants viz. Shri Rudolph Noronha, filed a Writ Petition No. 429/93 in the High Court of Judicature at Bombay, Panaji Bench, Panaji. The said Writ Petition was admitted and High Court passed an order that any promotions of Accountant to the post of Asst. Accounts Officers is subject to the result of the petition, and all the above referred orders were issued accordingly.

And whereas the said case was disposed off by the High Court on 12-2-1998 directing that the petitioners and persons similarly situated are declared to be eligible for the post of Asst. Accounts Officers and the requirements of passing the examination for holding the post of Accountant shall not be insisted upon in the case of petitioners and persons similarly situated.

It was further directed that authority shall have to consider the entire case of promotion de novo as on the date of 2nd Feb., 1993 and take consequential action based thereon.

And Whereas in furtherance of High Court direction dt. 12-2-1998 in Writ Petition No. 429/93, the matter was referred to G.P.S.C. to consider the entire case of promotion de novo as on the date of 2-2-1993 and to take consequential action thereof.

And whereas G.P.S.C. has reviewed entire case of Promotion as on from the date of 2-2-1993 and recommended the names of officials, as conveyed vide their letter No. COM/II/11/1(2)/92 dated 13-8-1998, for promotion, which has been accepted by the Government.

Now, therefore, the following Accountants of Common Accounts Cadre, on recommendations of G.P.S.C., are promoted on officiating basis to the post of Asst. Accounts Officers in the order of merit and from the dates indicated against their names.

Sr. No.	Name	Date
1	2	3
1.	Shri L. P. Chavan	From the date of original appointment as A.A.O.
2.	Shri Rudolph Noronha	2-2-1993.
3.	Shri P. V. Narvekar	2-2-1993.
4.	Shri John Fernandes	2-2-1993.
5.	Shri Madhusudan Naik	From the date of original appointment as A.A.O.
6.	Shri Fausto S. B. Teles	"
7.	Shri S. P. Dhungat	"
8.	Shri Vinayak A. Naik	"
9.	Shri R. R. Prabhushastri	"
10.	Shri Dattaram Salgaonkar	"
11.	Shri Anand P. Gaonkar	"
12.	Shri Diago Fernandes	"
13.	Shri Anthony Almeida	"
14.	Shri Yeshwant R. Hegde	"
15.	Shri Bapu N. Mhamal	"
16.	Shri Anthony J. A. Fernandes	"
17.	Smt. Geeta Kamat	"
18.	Shri Gurunath S. Potekar	"
19.	Shri R. B. Mardolkar	"
20.	Shri Francis A. Soares	"
21.	Shri Gregorio Rodrigues	"
22.	Shri Shashikant Gaitonde	"
23.	Shri N. B. Chodankar	"
24.	Shri Balkrishna Chanekar	"
25.	Shri Augustinho Pereira	"
26.	Shri G.U.S. Kunkolienkar	"
27.	Shri Arvind V. Kamat	"
28.	Smt. Ernestina N.e Almeida	"
29.	Shri Joao F. Marshal	"
30.	Shri G. P. Pannikar	"
31.	Shri Cajetan D'Cruz	"
32.	Shri Suresh B. Vernekar	"
33.	Kum. Ivette Fernandes	"

Sr. No.	Name	Date
1	2	3
34.	Shri Vijayanand Pawar	From the date of original appointment as A.A.O.
35.	Smt. Sheetal Salkar	"
36.	Shri Rohidas Naik	"
37.	Shri Prakash B. Ghatwal	"
38.	Shri Narayan D. Prabhu	"
39.	Shri Gokuldas P. Kanekar	"
40.	Shri Dilip V. Dongrekar	"
41.	Shri Simon Pereira	"
42.	Shri Gokuldas Verdekar	"
43.	Shri Mahendra D. Nagorcenkar	"

Except the officials at Sr. No. 2, 3 & 4 and those retired/expired as on to-date, all the remaining would continue to work as Asstt. Accounts Officers in the same posts where they are presently working. Posting of the officials at S. Nos. 2, 3, & 4 are as follows:

- 1. Shri Rudolph Noronha — Irrigation Department, Panaji.
- 2. Shri P. V. Narvekar — Directorate of Accounts, Panaji.
- 3. Shri John Fernandes — Directorate of Accounts, Panaji.

In view of the Civil Review application in Writ Petition No. 429/93 filed by the Government, this order is subject to the directions of the High Court in the matter.

By order and in the name of the Governor of Goa.

N. M. Nadkarni, Director of Accounts & Ex-Officio Joint Secretary.

Panaji, 21st August, 1998.

Department of Inland Waterways

Captain of Ports

Order

No. 1/48/79-IWT-Vol. II (PF)

In pursuance of the proviso to sub-rule (1) of rule 5 of the Central Civil Services (Temporary Service) Rules, 1965, the Government of Goa hereby terminates forthwith the services of Shri Jairam L. Prabhugaonkar, Incharge, Marine Slipway, Britona and direct that he shall be entitled to claim a sum equivalent to the amount of his pay plus allowances for the period of notice at the same rates at which he was drawing them immediately before the termination of his service, or, as the case may be, for the period by which such notice fall short of one month.

By order and in the name of the Governor of Goa.

Capt. A. P. Mascarenhas, Captain of Ports and Ex-Officio Joint Secretary.

Panaji, 14th September, 1998.

Department of Irrigation

Order

No. 3/22-2/88-IRRG/793

Government is pleased to order transfers/postings with immediate effect of the following Assistant Engineers working in Irrigation Department for administrative reasons against to the places indicated below:—

Sr. No.	Name of the Officer	Present posting	New place of posting
1	2	3	4
1.	Shri V. P. Mohanan	SD III, WD, VI, ID, Mulgao.	SD III, WD I, ID, Pernem.
2.	Shri B. B. Budiya	SD III, WD I, ID, Pernem.	SD III, WD VII, ID, Dhargal.

The above Officials will not be entitled to any transfer T. A.

Shri V. P. Mohanan, A. E. should move first.

By order and in the name of the Governor of Goa.

S. M. Nadkarni, Chief Engineer & Ex-officio Addl. Secretary (Irrg.).

Panaji, 21st October, 1998.

Department of Labour

Order

No. CL/D.P.C./97/ (A.L.C.)/8964

On the recommendation of the D. P. C. as communicated by Goa Public Service Commission vide their letter No. COM/II/11-28(2)/92 dated 2nd March, 1998, the Government is pleased to promote Shri G. S. Naik, Labour Inspector to the post of Asst. Labour Commissioner (Group "B" Gazetted) in the pay scale of Rs. 6500-200-10500 (Revised) on regular basis with immediate effect. Shri G. S. Naik, shall be on probation for 2 years.

By order and in the name of the Governor of Goa.

R. S. Mardolker, Commissioner & Ex-Officio Joint Secretary (Labour).

Panaji, 1st June, 1998.

Order

No. CL/D.P.C./97/ (A.L.C.)/8965

On the recommendation of the D. P. C. as communicated by Goa Public Service Commission vide their letter No. COM/II/11-28(2)/92 dated 2nd March, 1998, the Government is pleased to promote Shri M. B. Naik, Labour Inspector to the post of Asst. Labour Commissioner (Group "B" Gazetted) in the pay scale of Rs. 6500-200-10500 (Revised)

on regular basis with immediate effect. Shri M. B. Naik, shall be on probation for 2 years.

By order and in the name of the Governor of Goa.

R. S. Mardolker, Commissioner & Ex-Officio Joint Secretary (Labour).

Panaji, 1st June, 1998.

Order

No. 28/14/84-ILD

The following Award given by the Industrial Tribunal, Goa Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Governor of Goa.

V. G. Manerkar, Under Secretary (Labour).

Panaji, 17th January, 1992.

IN THE INDUSTRIAL TRIBUNAL
GOVERNMENT OF GOA
AT PANAJI

(Before Shri M. A. Dhavale, Hon'ble Presiding Officer)

Ref. No. IT/33/84

Miss Shalan Gawas Workman/Party I
V/s

M/s Goa Co-operative Marketing & Supply Federation Ltd. ... Employer/Party II

Workman represented by Adv. G. Shirodkar.

Employer represented by Adv. A. Naik.

Panaji, Dated.: 27-12-1991.

AWARD

In exercise of the powers conferred by clause (d) of Sub-Section (1) of Section 10 of the Industrial Disputes Act, 1947, the Lieutenant Governor of Goa, Daman and Diu by his order No. 28/14/84-ILD dated 30th June 1984 has referred the following issue for adjudication by this Tribunal.

"Whether the action of the management of M/s the Goa Co-operative Marketing and Supply Federation Limited, Panaji, in terminating the services of Kum. Shalan K. Gawas, Sales-Girl, Ponda-Goa, with effect from 29-7-1980, is legal and justified?"

If not, to what relief the workman is entitled to?"

2. On receipt of this reference, a case at IT No. 33/84 was registered and notices were issued to both the parties in response to which they appeared and submitted their pleadings.

Party-Miss Shalan Gawas (hereinafter called as the "workman") was serving as a sales-girl with M/s The Goa Co-operative Marketing and Supply Federation Ltd. (hereinafter called as 'Employer-Federation') from 23rd July, 1975 and was posted at the Goa Sahakar Bhandar, Panaji, where she was performing her duties as a sales-girl on the textile counter of the Bhandar. The Store was managed by the Manager who, it has been averred seemingly conducted an inspection of cash and bills at the workman's counter on 21-8-1979 and on the following date issued a letter to the workman alleging therein excess of cash in fifty paise found during the inspection and called for her explanation within two days. The workman being aggrieved by the conduct of the Manager approached the Manager personally to find as to why such an allegation could be made against her, but the Manager instead of giving any hearing to the workman threatened her with dire consequences if she did not reply the letter and admit the allegation. The workman was thus pressurized and out of fear of facing unemployment, in case of any hostility with the Manager, admitted the allegation by letter dated 24-8-79 addressed to the Manager. Thereafter, by a letter dated 31st August, 1979 issued by the Chairman of the Federation the workman was placed under suspension pending enquiry which was not held while the workman remained under suspension, though by a letter dated 6-2-1980 from the General Manager of the Federation, an intimation of the inquiry was sent to the workman without any particulars as to the charge or the name or designation of the appointed Inquiry Officer, the consequence of which was that the workman was compelled to present herself at the head office of the Federation and leave at the closing hour. Thereafter, by letter dated 5th April, 1980 the General Manager of the Federation issued a show cause notice to the workman inviting explanation over the aforesaid allegation within 10 days from the receipt of the notice. The workman duly replied by her letter dated 21st April, 1980 in which she explained the manner in which she was compelled by the Manager to submit the letter dated 24-8-79 wherein she admitted the allegation. Despite the above mentioned reply and in total disregard to the facts of the case, the services of the workman were terminated under a letter dated 29th July, 1980. Thereafter the workman approached the Chairman of the Federation and after giving a personal hearing to the workman, the Chairman assured the workman that her case would be reviewed for proper administration of justice which the said Chairman failed to do, in spite of several efforts made by the workman to obtain justice through the intervention of the Chairman. Thereafter, the workman through the union sought the intervention of the Asst. Labour Commissioner in revoking the order of termination. However, there was no settlement and ultimately a failure report was sent in consequence of which, the Govt. was pleased to make the above referred reference.

4. It has been averred that the termination order amounts to retrenchment in violation of Sec.25-F of the Industrial Disputes Act, as the services of the workman were terminated neither by giving any charge sheet nor by holding a proper enquiry. It has been averred that the General Manager of the Federation is not the competent authority to terminate the services of the workman and as such there is no termination of services of the workman who continues to be in service of the Federation. Thus, it has been finally averred that the order of termination is bad in law for the aforesaid reasons and it is also against the principles of natural justice and hence the workman has prayed for reinstatement with full back wages and other incidental reliefs.

5. Party II-Federation by its written statement resisted the workman's claim contending inter alia as follows:

The workman had put up a false case before the Asst. Labour Commissioner and therefore the conciliation proceedings were bound to fail. The so called All Goa Co-operative Workers Union has no right to sponsor the case of this workman. It has been contended that the workman's conduct was not good and the Manager on several occasions was required to warn her as she was in the habit of manipulating the bills at the sales and used to keep the mis-appropriated amount to herself. On 21st August, 1979 the Manager conducted the inspection of the cash and bills and found that the rate of dress material was over

written and scribbled by her on bill No. 3810 dated 21-8-79 and after inspecting the cash, an amount of 50 paise was found in excess. The said act of the workman was without any sanction or authority from her superiors and hence she was issued a notice dated 22-8-79 directing her to clarify the mis-conduct within 2 days. She replied the said letter on 24-8-79 admitted therein that she had forged the cash memo and she also stated that the statement given by her was without any pressure. It has been denied that the workman approached the Manager nor did he threaten her as alleged in the claim statement. Thereafter by letter dated 31-8-1979 the workman was suspended on account of the aforesaid act and by a letter dated 6-2-80 she was called by the management to remain present at the Head Office of Federation on 14-2-80 for inquiry. However, the workman did not remain present at the office of the Federation at that time. Thereafter a notice was issued to her directing her to show cause as to why further action should not be taken against her. The workman gave a reply dated 21st April, 1980 stating therein that she had not intentionally entered two separate figures on the original and duplicate cash memos and thus she changed her stand which was contrary to her confession. Thereafter the Federation passed an order terminating her services. It has been contended that on account of the ill advice given by the members of the union, the workman approached the Asst. Labour Commissioner with full knowledge that she would not succeed. Hence, it is denied that the order of termination is illegal or unjust and hence it has been prayed that the workman's claim be dismissed with costs.

6. The Federation has also filed an additional written statement in which it has been denied that the General Manager has got no powers to terminate the services of the workman.

7. On these pleadings, my learned Predecessor Dr. Renato De Noronha framed the following issues:

ISSUES

1. Whether the employer proves that the workman was dismissed after a fair and proper inquiry was held against her?
2. Whether the workman proves that the General Manager of the Federation is not the competent authority to terminate her services?
3. Whether the workman proves that her letter dated 24-8-1979 admitting the charge was obtained by the Manager pressurising her?
4. Whether the workman proves that her dismissal is an act of victimisation?

8. My findings on the above issues are as follows for the reasons stated below:—

1. No enquiry was held
2. In the affirmative
3. In the affirmative
4. Not pressed

REASONS

9. The rival contentions of the parties to the dispute have been stated in the opening paragraphs of this judgment, which need no further repetition. Now, the 1st issue framed by my learned Predecessor was treated as preliminary issue on which a finding in negative has been recorded by my learned Predecessor holding that there was no enquiry at all conducted against the workman before terminating her services. This order of my learned Predecessor can be found on the employer's application dated 17-10-85. Thus, it is an admitted fact that before the workman's services were terminated, no fair and proper enquiry was

held against her. Infact there was no enquiry as such as rightly urged by Shri Guru Shirodkar for the workman.

10. That takes me to consider the 2nd issue that has been framed by my learned Predecessor. Now, a specific contention has been taken on behalf of the workman that the General Manager of the Federation is not the competent authority to terminate the workman's services. This allegation has been tried to be controverted by the employer in his additional written statement. Now the workman in her evidence has clearly stated that the General Manager has no authority to remove any employee as per the Bye-Laws of the Federation which she has produced at Exb. W-12. Now, before proceeding to consider this aspect of the case two things will have to be borne in mind. On 31st Aug., 1979 Shri Jai Krishna P. Shirodkar who was the Chairman of the Federation issued an order suspending the workman with immediate effect (Exb. x-5). Thereafter by an order dated 29th July, 1980 the services of the workman were terminated by an order which can be found at Exb. W-9. It is signed by A. R. Teli who was the General Manager. Thus, relying on this state of affairs, it has been urged that the order of termination is bad in law in as much as the person i. e. General Manager, who issued this order was not a competent authority to dismiss or retrench any employee as per the Bye Laws of the Federation which have been produced at Exb. W-12. I find that there is substantial force in the aforesaid submission which I would presently point out. The Bye-Laws have been produced at Exb. W-12. Bye-Law G. 1.23 lays down the powers and functions of the Committee of Management. We are mostly concerned with sub. clause (b) of this bye law which lays down thus:

Among other things, the powers and duties of the Committee of Management shall be:—

a) ...

b) to appoint, fix duties, responsibilities and liabilities of, suspend, punish, or dismiss all or any of the salaried servants of the Federation subject to provisions contained in bye-law Nos. G.1.25, G.L.25, and G. L. 26;

10. Thus, the above referred provisions made in the bye-laws unmistakeably leads to the conclusion that the Committee of management only can suspend, punish or dismiss all or any of the servants of the Federation. This rule seems to have been complied with while issuing order of suspension which, it may be recalled was signed by the Chairman of the Committee, i.e. Jaikrishna P. Shirodkar (Vide Exb. W-5). The General Manager has no authority to dismiss any servant as laid down in Bye Law G.2.3. which lays down thus:

The General Manager shall have full control over the staff excepting dismissal and removal. (Underlining is my for emphasis)

11. Thus, the above referred rule clearly leads to the only conclusion that the General Manager is not a competent authority to pass an order of dismissal or removal of any member of the staff of the Federation. Thus, in view of the clear provisions laid down in the bye-laws of the Federation, I hold that the order of termination which has been passed, issued or signed by the General Manager is not valid order in as much as the Gen. Manager was not a competent authority to pass an order of dismissal. In the written arguments submitted on behalf of the Federation a stray submission has been made in para. 6 that the reports were placed before the Board of Directors and it was decided to terminate the services of the workman. However, no resolution alleged to have been passed by the Board of Directors or any further order issued in pursuance of any such resolution has been produced in this case and hence it has been rightly urged by Shri G. Shirodkar that no such order

was issued by the Committee of Management as urged in the written arguments. I, therefore hold that the workman's objection that order of termination was not passed by competent authority will have to be upheld and on this legal ground alone, I hold that the order of termination is liable to be struck down. I, therefore, answer issue No. 2 in the affirmative.

12. That takes me to consider as to whether the charges levelled against the workman i. e. mis-appropriation or forging the cash memo can be said to have been squarely proved by the evidence on record. Now, on behalf of the employer, as many as 4 witnesses has been examined viz. (1) Prakash N. Naik, Office Supdt., (2) Roland Coutinho, Manager, (3) Vinod Narvenkar, Accountant and Shirlina Fernandes, Secretary of the Federation. However, at the outset it will have to be stated that the allegations made against the workman are not at all definite and there is no consistency in the oral and documentary evidence led on behalf of the Federation. Now, the most material evidence in this case is that of R. Coutinho who was then the Manager of the Society and who detected the alleged fault on the part of the workman. His evidence therefore requires a very close scrutiny. In his evidence, he has stated that at the relevant time i. e. in the month of August, 1979, he was working as a Branch Manager. On 21-8-79, he noticed that one of the cash memo prepared by workman, Shalan was later on over written. Then he verified the cash and found that there were 50 paise cash in excess. This was the only allegation that has been made by R. Coutinho in his examination in chief. Thereafter he has stated that he does not remember whether any memo was issued after he found an excess amount of only 50 paise. Now, the bill or a cash memo dated 21-8-79 over which there is over writing is produced in this case which requires a close scrutiny. This cash memo is from Sari Section where the workman was serving. The said cash memo is at Sr. No. 3810. It shows that one mt. of dressing material was sold at Rs. 550. In the column of "RATE" there is a scoring and the rate is noted at Rs. 5.50 at 2 places and in the last column an amount of Rs. 5.50 was recovered from the customer to whom one metre of cloth was sold. Now, there is an over writing in column No. 2 but the same figure is struck down and at one place the rate is shown as Rs. 5.05. Then it has been scored and made Rs.5.50 and finally Rs. 5.50 and thus an amount of Rs. 5.50 seems to have been actually received. Now, according to R. Coutinho if any over writing is to be made, it must be with the permission of the Superior Officer. However, this was not done by the present workman. On the other hand, it is the say of the workman that when this cash memo was removed by R. Coutinho, there was no over writing. Despite this state of affairs, R. Coutinho seems to have made up a new case alleging that infact two mts. of dressing material was sold at the rate of Rs. 5.05 and an amount of Rs. 5.50 was pocketed by the workman. However, at the outset it will have to be stated that there is absolutely no substance in the after thought theory which has been invented by R. Coutinho. Now, the original cash memos which are given to the customers are in pink colour; while the carbon copies thereof are in white colour. The disputed cash memo is at Sr. No. 3810. If it were the case of R. Coutinho that infact two mts. of cloth was sold @ Rs. 5.05 then an amount of Rs. 5.05 should have back found in excess. However, there is no basis for the assertions of R. Coutinho that 2 mts. of cloth was really sold under the cash memo at Sr. No. 3810. As I said earlier, the original cash memo must have been removed by the customer. There was no complaint from the customer and hence the original cash memo at Sr. No. 3810 is not forth coming. In view of the matter, it is impossible even to infer that under the cash memo at Sr. No. 3810, 2 mts. of the cloth material was sold while in the carbon or the office copy the workman noted that only one mt. was sold and thereby she mis-appropriated an amount of Rs. 5.50. Moreover, when the cash was checked R. Coutinho found only 50 paise in excess and not Rs. 5.50. He did not check the stock and found out as to whether 2 mts. of cloth was really sold by the workman. Now in his cross examination, R. Coutinho has attempted to state thus:

"Shown Exb. E-1. I say that the rate of 5.5 mentioned in the bill is correct but the total amount shown at 5.50 is not correct because she has sold 2 mts. of the material and mis-appropriated

Rs. 5.50 as per demarking left in the carbon which she utilised in Exb. E-1. As per the bill Exb. E-1 the quantity shown is one metre. I say that after one bill the same carbon is used after one bill to other bill. I say that I did not mention there in my letter Exb. 2 that the workman had misappropriated the amount of Rs. 5.50 because this I have come to know later on".

13. Now, if the mistake was detected by perusing only the carbon paper then that carbon paper would have been of substantial importance. However, that is also not produced and in view of the state of affairs, it is impossible to believe R. Coutinho when he asserts that infact 2 mts. of cloth was sold under the cash memo at Sr. No. 3810. The rate of cloth of material does not tely because if the rate was Rs. 5.05 per mt. then that amount should have been found in excess. However, when the cash was checked an amount of only 50 paise was found in excess. I, therefore, hold that even the evidence of R. Coutinho, which is the only evidence in this case on the material point, is far from satisfactory to arrive at a conclusion that the workman sold 2 mts. of cloth and misappropriated the price of one mt. of cloth. Moreover, it has been stated by the workman in her deposition that the Branch Manager after inspecting the cash found that an amount of 50 paise was in excess. According to her, there was no over writing in the cash book when it was removed from her counter. On that day i.e. 21-8-79 the Manager did not disclose to her that an excess amount of 50 paise was found. Immediately, no explanation was sought from her. She has further stated. "When the cash was counted no body else was present. It was not checked in my presence. He did not check the stock. He did not prepare any panchanama." There is no other evidence to lend coroboration to the interested word of R. Coutinho. None of the other three witnesses examined by the Federation were eye witnesses to the actual inspection and verification of the cash alleged to have been made by R. Coutinho. On the other hand, the evidence given by the employer is just the contrary in as much as the cash was not verified in her presence and no immediate steps were taken to solicit her say or to bring it to her notice. Moreover, at the cost of repetition, I would say that finding an amount of 50 paise in excess does not at all lend assurance to the testimony of R. Coutinho that an amount of Rs. 5.50 was found in excess which had remained to be accounted for in the carbon copy of the cash memo at Sr. No. 3810. Now, on 22-8-79, a memo was given to the workman which is at Exb. W-I, wherein the following allegation has been made.

"Further, after examining the bill No. 3810 dated 21-8-79, it is noticed that, the rate of the dress material has been overwritten and scribbled by you. Also after inspecting the cash, 50 paise (fifty paise) has been found excess."

13. Thus, till 22nd August, 1979, it was an allegation of the Branch Manager that an amount of 50 paise only was found in excess and not Rs. 5.50. This circumstance also further falsifies the say of R. Coutinho that in fact 2 mts. of cloth was sold and the price of one mt. was misappropriated by the workman.

14. Thus, after having observed as above it clearly seems to me that thereafter a theory seems to have been invented that 2 mts. of cloth was sold and an amount of Rs. 5.50 was actually recovered from the workman. This is been deposed to by the 3rd witness by name Vinod A. Narvenkar. At the relevant time, he was serving as Accountant. He has stated that on 21-8-79, he verified the relevant cash memo and the duplicate receipt. There was over writing of the figures. However, even in examination in chief he has admitted thus, "I just say that I noticed the over writing but I do not know any other detail to show what were the irregularity done by Party I." Thereafter, he has stated that when the cash was checked, an amount of Rs. 5.50 was found in excess. Therefore, he prepared a receipt and obtained Rs. 5.50 from the workman. It is at Exb. E-4. Now, in his cross examination, he has admitted, "I do not know how much amount in all was found with the workman, and how the excess amount of Rs. 5.50 was worked out. The

Manager on checking has found that an amount of Rs. 5.50 is found in excess and he asked me to prepare a receipt, in respect of Exb. E-1." The above referred admission clearly goes to show that he had no personal knowledge as to what amount was found in excess but he prepared the receipt at the instance of the Branch Manager. Thereafter, he has stated thus: "The receipt Exb. E-4 in respect of cash memo Sr. No. 3801. On this duplicate receipt Sr. No. 3801 there is no overwriting. (duplicate of cash memo sr. No.3801)." Now, it will have to be stated that the cash memo at Sr. No. 3810 has absolutely nothing to do with the present dispute. It was a cash memo in respect of one blouse piece sold at the rate of Rs. 3.10 and the amount was recovered. In view of the matter, it is really un-conceivable as to how this witness is referring to this duplicate receipt at Sr. No. 3801. Moreover, at the fag end of his cross examination, he has admitted thus: "I just signed on the receipt and received the amount of Rs. 5.50 and I do not know how this surplus amount is detected." Thus, the evidence of this witness, instead of corroborating the evidence of the Branch Manager, it has gone to falsify the entire evidence given by the Branch Manager.

15. This is the entire evidence that has been led on behalf of the Federation to prove the alleged mis-appropriation of Rs. 5.50. As against this evidence, the workman has categorically by the workman out of her free will wherein she confessed her guilt. The workman by her letter dated 21st April, 1980 (vide Exb. W-8) categorically stated thus, "I would like to clarify that statement which I had given earlier were under duress from Manager, Goa Sahakar Bhandar, and secondly I was unaware of further consequences." Thus, at the earliest opportunity, the workman tried to retract her confession alleged to have been given on 24-8-79 and when retracted, the Federation has not led any convincing evidence to corroborate the contents of the said confessional letter. In view of the matter, no reliance can be placed on the said statement. The record and proceedings of this case further reveal that on 14-2-80 some questions were put to the workman to which she gave a reply admitting alterations in the cash memo and the recovery of certain amount by the management. Probably, it seems that this statement was obtained by Mr. Teli who was the General Manager at the relevant time. However, his evidence could not be had in this proceeding because he met with an accident whereby probably he lost his memory and hence he was unable to attend the Court to give evidence. Hence, a Court Commissioner was appointed to record his evidence, but his report discloses that he returned without recording his evidence because Mr. Teli was unable to depose. Hence, probably it seems that the Federation examined one more witness by name Shirlina Fernandes. She claims to be present at the time when the said statement was recorded. However, at the outset, it will have to be stated that after anxiously considering her entire evidence, I am not satisfied to hold that she was really present when the said statement was recorded on 14-2-80. She has no other record to prove her presence at the material time and place, except her strong memory in respect to an incident which occurred more than 10 years back. Moreover, the statement itself does not bear anybody's signature. It is not been signed even by Mr. Teli nor by this witness. Thus for all these reasons, I hold that the statement alleged to have been given by the workman on 14-2-80 is absolutely no relevance. It also losses all its importance in view of the fact that the workman by her letter dated 21st April, 1980 clearly stated that the statements were obtained by exerting pressure. Thus, after having anxiously considered the evidence led by both the sides, I have come to an irresistible conclusion that the employer-Federation has miserably failed to prove that Party I-workman mis-appropriated an amount of Rs. 5.50 as alleged by the employer. It is also not proved beyond reasonable doubt that the overwriting on cash memo at sr. No. 3810 was under the hands of the workman. Thus, the charges of mis-appropriation and forgery have not at all been proved on the basis of which the impugned order of termination was issued. Moreover, it is very significant to note that in the order of termination one more instance have been quoted which is in substance to the effect that the workman noted separate rates in the year 1978 and 1979 for 25 sarees which amount comes to Rs. 288.95. However, curiously enough, this was not a charge levelled against the

present workman at any time when the alleged incident of Rs. 5.50 came to light. Infact, it was a serious allegation and if there was any substance in the same, then I think the Federation would not have failed to call upon the workman to give her explanation. Even in the letter of suspension, there is absolutely no reference to this 2nd allegation appearing in the order of termination. I, therefore hold that in order to justify the Act of Federation in terminating the services of the workman, one more instance have been quoted for which there is absolutely no evidence nor any mention in the evidence of the concerned officers examined by the Federation in this case. I, therefore, hold that on merits also, the Federation must fail. Shri Guru Shirodkar has also invited my attention to the fact that the order of termination of the workman's services is too harsh because in his estimate the initial allegation made against the workman was in substance to the effect that a cash of 50 paise was found in excess. He has relied upon a ruling in the case of Mangal Son V. State of U. P. & Others, 1990(60) FLR 161 (All.) wherein it has been observed that the dismissal of service on the allegation of loss of revenue of only 0.62 N. P. was highly dis-proportionate. I, therefore hold that in the instant case also, even assuming for the sake of argument that there was over writing in the cash memo, still the order of punishment of termination of services was certainly disproportionate to the alleged fault in as much as the over writings could have been made with the sanction of the superior officers. However, this aspect of the case need not be stretched further, in view of the fact that I have found that all the charges levelled against the workman have been miserably failed.

17. In view of the above referred conclusion, it follows that the workman would be entitled to reinstatement with continuity of service. Shri G. Shirodkar has rightly pointed out that the workman was unemployed during the intervening period and she had suffered a lot of monetary loss as also social status and she could not be even married on account of this incident. Hence, it has been rightly pointed out that she would be entitled to full back wages. To support his submission in this behalf he has invited my attention to a ruling of the Supreme Court in the case of Rajinder Kumar v/s Delhi Administration reported in AIR 1984 S. C. 1805 and also to a ruling of Calcutta High Court reported in 1986 LAB IC 1269, in the case of Union of India v/s Central Government Industrial Tribunal and others wherein it has been observed that on reinstatement, the Tribunal is well justified in directing the payment of full wages and continuity of service. Thus, respectfully following the ratio in the above referred to two rulings and many others on this point, I hold that the workman would be entitled to reinstatement with full back wages and continuity of service.

18. In view of my conclusion in the foregoing paragraphs, I record the finding in the negative on the main issue referred to this Tribunal for adjudication and grant the relief to the workman as stated in the last paragraph. I have already held that no enquiry as such was held and hence issue No. 1 is answered in the negative. I have also found that the Gen. Manager of the Federation was not a competent authority to terminate the services and hence issue No. 2 is answered in the affirmative. It has been also proved that the workman's letter dated 24-8-79 was obtained by the Manager after pressurising her and hence issue No. 3 is answered in the affirmative. Issue No. 4 was framed on the workman's allegation that she was victimised. However, Shri G. Shirodkar for the workman has fairly conceded that he does not want to press this issue and hence the same is answered accordingly. In view of my findings, I pass the following order:

ORDER

It is hereby declared that action of the management of M/s The Goa Co-operative Marketing and Supply Federation Limited, Panaji, Goa, in terminating the services of Miss Shalan K. Gawas, Sales-girl, Ponda,

Goa, w.e.f. 29-7-1980 is not legal and justified, and hence the same is set aside. Party II-Management is hereby directed to reinstate in service Party I-Miss Shalan K. Gawas; by paying her full back wages, and continuity of service.

No order as to costs.

Inform the Government accordingly.

Sd/-

(M. A. DHAVALE)
Presiding Officer
Industrial Tribunal

Order

No. 28/24/91-LAB

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Governor of Goa.

V. G. Manerkar, Under Secretary (Labour).

Panaji, 6th March, 1992.

IN THE INDUSTRIAL TRIBUNAL

GOVERNMENT OF GOA

AT PANAJI

(Before Shri M. A. Dhavale, Hon'ble Presiding Officer)

Ref. No. IT/28/91

Shri Suryakant S. Kurtikar — Workman/Party I

V/s

M/s Venus India Plastics — Employer/Party II

Panaji, Dated: 26-2-92.

AWARD

In exercise of the powers conferred by clause (d) of Sub-Section (1) of Section 10 of the Industrial Dispute Act, 1947, the Government of Goa by his order No. 28/24/91-LAB dated 26-6-91 has referred the following issue for adjudication by this Tribunal:

"Whether the action of the management of M/s Venus India Plastics, Bicholim Goa, in terminating the services of their workman Shri Suryakant S. Kurtikar with effect from 18-6-1990 is legal and justified?"

If not, to what relief the workman is entitled?"

2. On receipt of this reference a case at No. IT/28/90 was registered and notices were sent to both the parties. However, the notice sent to party No. 2 - Management of M/s Venus India Plastics, Bicholim Goa was returned with the postman's remarks "Unclaimed". However, the notice sent to Party No. 1 workman was returned with the postman's endorsement that the addressee had expired. However, one more notice (Exb.4) was also directed to be sent on the address of the workman but the same also was returned with an endorsement that the addressee had expired. Hence the case was posted for bringing the legal heirs of the deceased workman on record for proceeding with the case. However, on the adjourned date i. e. on 27-12-1992 it was learned from a reliable source that the workman is alive and hence I directed to issue one more notice in the name of the workman. Accordingly, a notice at Exb. 5 was sent on the workman address, which was duly received by the workman

as can be seen from the postal A. D. receipt at Exb. 5. It purports to bear the workman's signature showing that the notice was received on 4-1-92. However, inspite of the proper service of the notice the workman did not choose to remain present to substantiate his claim. If, really the workman had a genuine desire to substantiate his claim made in this reference then I think he would not have failed to appear and to proceed with the case. However, since he has not appeared the only course now open for me is to dismiss this reference for default in view of the provisions contained in Rule 10(B) sub clause 9 of the Rules framed under the Industrial Dispute Act.

I, therefore, pass the following order.

ORDER

The reference is hereby dismissed for workman's default with no order as to costs.

Government may be informed accordingly.

Sd/-
(M. A. DHAVALE)
Presiding Officer
Labour Court.

Order

No. 28/30/91-LAB

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Dispute Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Governor of Goa.

V. G. Manerkar, Under Secretary (Labour).

Panaji, 6th March, 1992.

IN THE INDUSTRIAL TRIBUNAL GOVERNMENT OF GOA AT PANAJI

(Before Shri M. A. Dhavale, Hon'ble Presiding Officer)

Ref. No. IT/41/91

Workmen	—	Party I-Workmen
V/s		
M/s R. M. P. Security Organisation & Method Consultants Pvt. Ltd.	—	Party II-Employer

Workmen represented by Shri R. Mangueshkar.

Employer represented by Shri P. K. Lele.

Panaji, Dated: 25-2-1992.

AWARD

In exercise of the powers conferred by clause (d) of Sub-Section (1) of Sec. 10 of the Industrial Disputes Act, 1947, the Government of Goa, by its order No. 28/30/91-LAB dated 3-10-1991, has referred the following issue for adjudication by this Tribunal:

SCHEDULE

- (1) "Whether the action of the management of M/s R. M. P. Security Organization & Methods Consultants Pvt. Ltd., Zuarinagar-Goa, in refusing to concede the following

demands of the workmen represented through the Goa Trade & Commercial Worker's Union, is legal and justified?"

(2) DEMAND No. 1: FIRE FIGHTING ALLOWANCE:

The Union demands Rs. 150/- per month as Fire Fighting Allowance.

DEMAND No. 2: LEAVE:

The Union demands that the privilege leave for all the workmen, whether under ESIC or outside its perview, ought to be 35 days per annum.

DEMAND No. 3:

The union demands that the workmen, who are placed in grade IV and who are assigned the duties of weigh bridge and or Fire penal operating should not be sent to undertake the duties of head-guard.

If not, to what relief the workmen are entitled to?"

2. On receipt of this reference, a case at No. IT/41/91 was registered and notices were issued to both the parties, inresponse to which Shri Subhas Naik has appeared for the workman while Party II-Employer is represented by Shri P. K. Lele. The case was posted for filing claim statement. However, since the beginning, it was represented to the Tribunal that there was every possibility of settling the dispute and finally on this date i.e. 25th Feb., 1992, the learned representatives of both the parties submitted a settlement deed which has been duly verified and recorded. The learned representatives of both the sides have submitted that in view of this settlement a consent award be passed.

3. On going through the terms of the settlement, I have found that they are certainly in the interest of the workmen and hence I accept the suggestion made by both the sides and pass the following consent award.

ORDER

It is hereby ordered that in view of the settlement, a consent award is hereby passed on the following terms:

TERMS OF SETTLEMENT

1.2 Pay Scales

The pay scales will continue to be as under:

GR. IV	:	Head Guard-cum-Penal	:	385-20-485-23-600-
		/Weigh Bridge Operator		-26-730-30-880-35-
		and Driver (Fire Equipment)		-1055

Workmen will receive annual increments in the month of January.

1.3 Special Salary Adjustment:

Salaries of workmen on the pay-roll of the organisation as on 30-9-89 will be enhanced by 12.5% and the basic salary thus arrived will be fitted at appropriate step or the immediate lower step as the case may be in the same salary scale. This will be the revised salary as on 1-10-89.

Residual amount, if any, due to this fitment will be considered as Personal Pay.

Workmen who have joined on 1-10-89 or thereafter will not receive special salary adjustment.

1.4 Personal Pay:

Personal Pay, if any, will be as per clause 1.3 above. Personal pay will be considered as basic salary for purposes of payment of allowances and benefits related to basic salary such as House Rent Allowance, Provident Fund, Bonus, Gratuity, Overtime etc.

1.5 Variable Dearness Allowance:

Effective 1-10-89 all workmen will be paid variable dearness allowance @ Rs. 1.75 per point over 600 AICPI-1960=100.

1.6 Fixed Dearness Allowance:

Effective 1-10-89, fixed dearness allowance will be enhanced to Rs. 336/- per month which is arrived at by adding to the existing fixed dearness allowance of Rs. 250/- an amount of Rs. 25/- and an further amount of Rs. 61.25 (rounded off to Rs. 61/-) due to merger of variable dearness allowance of 35 points over 565 points of AICPI-1960=100 at Rs. 1.75 per point.

1.7 House Rent Allowance

Effective 1-10-89, House rent allowance will be paid @ 15% of basic, personal pay, fixed dearness allowance and variable dearness allowance.

Such of the workmen who are provided with accommodation the barracks shall pay an amount of Rs. 10/- per month which will be deducted towards the same from their salaries.

1.8 Sundry Allowances (Conveyance, Canteen, etc.)

Effective 1-10-89, all workmen will be paid sundry allowance of Rs. 10/- for each regular full shifts worked. This allowance will not be paid for additional shifts worked on overtime.

1.9 Washing Allowance

Effective from 1-10-89, all workmen will be paid a washing allowance of Rs. 40/- per month.

1.10 Firefighting/Parade Allowance

Effective 1-10-89 all workmen will be paid Rs. 45/- as firefighting/parade allowance.

1.11 Fire-Fighting Emergency duties

In the event workmen are called upon to perform firefighting and emergency duties outside their normal working, such employees will be paid a minimum 4 hours overtime for such duties extending upto 4 hours and 8 hours of overtime if the duties extend beyond 4 hours.

1.12 Shifts Allowance

Effective 1-10-89, all workmen working on rotating shifts will be paid shift allowance as follows:-

- | | |
|----------------------------|----------------------|
| (a) Shift : 8 to 16 hours | — Rs. 1.50 per shift |
| (b) Shift : 16 to 24 hours | — Rs. 2.50 per shift |
| (c) Shift : 24 to 06 hours | — Rs. 3.00 per shift |

Shift allowance will not be paid for shifts worked on overtime i.e. shift allowance and overtime will not be paid concurrently.

1.13 Medical Reimbursement

Workmen not covered under ESI Scheme would be eligible for reimbursement of medical bills and prescription fees etc. on actual basis, subject to a maximum of Rs. 1,200/- per annum.

Workmen will be allowed to carry forward to the following year unutilised portion of the medical reimbursement amounts for a maximum period of three years. The current applicable block is from 1989 to 1991.

1.14 Thrift Fund

The employer's contribution to thrift fund will be revised to Rs. 25/- per month effective from 1-10-89. Workmen will continue to contribute Rs. 25/- per month.

1.15 Payment in lieu of supply of Tea, Snacks & Lunch/ Dinner

Effective 1-10-89 in order to compensate workmen who are posted at points away from the plants areas whereby they are deprived of the subsidised canteen services while on duty or when they are assigned for duties outdoor, will be paid the following amounts as per shift worked:

I In A & B Shift

- | | |
|--|-----------------------------|
| a) When Tea & Snacks are not available | : Rs. 3.30 per shift worked |
| b) When Tea Snacks and meals are not available | : Rs. 10/- per shift worked |

II In C Shift

When Tea & Snacks are not available. (Meal is not served in this shift) : Rs. 3.50 per shift worked

In cases of those in the above category, who have to work 4 hours beyond normal shift (when on 12 hours shift) Rs. 3.50 will be paid in addition to the above, for the extended work.

1.16 Uniforms/Shoes/Rainwear

Workmen will be provided with 3 pairs of terry-cotton Uniforms, two pairs of nylon socks and one pair of safety shoes per year.

Workmen will be provided 2 barret caps, one whistle cord once a year and one leather belt once in 3 years.

Workmen will continue to be provided with Duckback raincoat once in two years. There will be no recovery towards cost of raincoats.

Workmen will continue to get one pair of gumboots with lining every alternate year.

1.17 Leave and holidays**PRIVILEGE LEAVE**

a) The workmen covered under ESI shall be entitled to 35 days of privilege leave for every completed year of service. From the above leave of 35 days, a prorata reduction will be made at 2 days for 12 days of absence for any reasons for which the workman is not entitled to wages from the employer.

b) Workmen not covered under ESI will be eligible for 30 days privilege leave for every completed year of service.

c) The privilege leave earned by each workman will be credited to his account on 1st January of the following year in which it is earned.

d) In case of workman who join during the year privilege leave calculated prorata will be credited on the 1st January following. However, the workmen can avail this leave only upon confirmation.

e) Privilege leave will be allowed to be accumulated and unavailed leave may be carried forward, subject to a maximum of 120 days.

f) Privilege leave can be encashed once in a calendar year against an application in writing by the workman provided balance of 35 days is maintained at his credit after encashment.

g) Privilege leave may be availed by a workman only with prior sanction on a written application. Such request for privilege leave must be made 10 days prior to the date on which the workmen desires to proceed on leave.

h) Privilege leave can be availed for not more than four times in a calendar year and should be for a minimum of three days each time.

CASUAL LEAVE

a) At the beginning of each calendar year, 8 days of casual leave will be credited to the account of individual workman.

b) Casual leave cannot be availed for more than 2 days at a time.

c) Application for casual leave must be made in advance and prior sanction must be obtained.

d) However, if due to an exigency, the workman is not in a position to apply in advance he must send an intimation of the absence to the employer or regularise the same in writing immediately on resumption of duty.

e) Unutilised casual leave in balance, if any, as on 31st December of each year will be encashed and paid along with the wages for the month of January following year.

f) Any workman joining the services after the beginning of the year will be entitled to casual leave on a prorata basis upon confirmation of service.

SICK LEAVE

a) Employees covered under ESI will be eligible for 10 days sick leave in a year which will be credited to them at the beginning of the each calendar year. Sick leave can be availed by a workman only in the event of his not receiving any benefit under the ESI scheme.

b) Employees not covered under ESI will be eligible for 15 days SL in a year.

c) For availing sick leave for three days or more employees will have to submit a medical certificate.

d) Sick leave may be accumulated upon a maximum of 60 days accumulated sick leave will be encashed on retirement death or total permanent disability only.

e) Any workman joining the services after the beginning of the year will be entitled to sick leave on a prorata basis upon confirmation of service.

GENERAL

a) All types of leave are independent of each other and cannot be combined except sick leave which may be combined with privilege leave.

b) Leave can be either suffixed or prefixed with a paid holiday or weekly off. However, such offs and/or paid holidays falling in between will also be counted as leave for which it is applied for.

c) The wages per day for the purpose of encashment or privilege leave and casual leave will be calculated on an average of 30 days to a month on Basic+FDA+VDA only.

d) Leave will be granted subject to exigencies or work.

GENERAL

All other terms and conditions, rules and regulations which are not specifically dealt with by this settlement shall remain unaltered and subsisting.

In consideration of the enhanced terms and conditions extended through this settlement and in the interest of Industrial peace and harmony, the workmen and the union agree that:—

a) This settlement is in full and final settlement of all their demands as contained in their Charter or Demands, and will not raise any demands they may involve any financial liability, during the pendency of this settlement.

b) The workmen will wear the identity badges which will be provided to them by the employer and show the same on demand while entering/ leaving the Plant/Factory, and at any time, during the time they are on duty and on the Factory premises including at the dining hall/canteen.

c) They will wear uniforms, footwear, helmet and other safety gears and help in maintaining safety standards by following procedures and instructions issued from time to time.

d) All workmen shall enter and leave by the specified gate, as per scheduled duty timings. Due notice will be given in this regard.

e) They will extend their full co-operation abiding by the system of time-keeping, leave procedures, and procedures relating to canteen services and towards maintaining discipline improve efficiency and productivity and help in reducing absenteeism and wastage.

f) The parties further agree to make earnest effort to resolve through mutual discussions any differences or disputes that may arise and agree not to resort to any direct action.

g) Manning of different posts will be at the discretion of the management and employees will be deployed accordingly as per requirement even at short notice. Appropriate arrangement for food will be made whenever workmen is required to work on additional shift or is assigned on emergency duty at short notice.

PERIOD OF SETTLEMENT

This settlement shall be binding on the parties for the period 1st October, 1989 to 30th September, 1992, and will remain so thereafter, until terminated by either of the parties as per the provisions of the Industrial Disputes Act, 1947.

The arrears arising out of this settlement will be payable on or before 20th September, 1991.

No order as to cost. Inform the Government accordingly.

Sd/-
(M. A. DHAVALA)
Presiding Officer
Industrial Tribunal

Order

No. 28/7/90-LAB

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Dispute Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Governor of Goa.

V. G. Manerkar, Under Secretary (Labour).

Panaji, 17th August, 1992.

IN THE INDUSTRIAL TRIBUNAL**GOVERNMENT OF GOA****AT PANAJI**

(Before Shri M. A. Dhavale, Hon'ble Presiding Officer)

Ref. No. IT/25/90

Shri Kareappa E. Naik & 17 Ors.	—	Workmen-Party I
V/s		
M/s Mapusa Municipal Council	—	Employer-Party II

Workmen represented by Adv. R. V. Gaitonde.

Employer represented by Adv. K. S. Gaitonde.

Panaji, Dated: 24-7-1992.

AWARD

In exercise of the powers conferred by clause (d) of Sub-Section (1) of Section 10 of the Industrial Disputes Act, 1947, the Government of Goa by its order No. 28/7/90-LAB dated 19th June, 1990 has referred the following issue for adjudication by this Tribunal:

"Whether the following daily rated workmen of the Mapusa Municipal Council entitled to be declared as permanent?

- | | |
|-------------------------------|--------------------------------|
| (1) Shri Kareappa E. Naik | (10) Shri Arjun B. Kamble |
| (2) Shri Bassavraj Mohre | (11) Shri Arjun S. Naik |
| (3) Shri Rama D. Naik | (12) Shri Fakirappa S. Harijan |
| (4) Shri Chandrakant Betkokar | (13) Shri Tukaram Dhupdale |
| (5) Shri Prakash Pujari | (14) Shri Gudappa Savjk |
| (6) Shri Demappa Pujari | (15) Shri Magtumulla Puri |
| (7) Shri Satappa Harijan | (16) Shri Gonsalves Trindade |
| (8) Shri Shivaji Harijan | (17) Shri Sagun Kotkekar |
| (9) Shri Radrappa Prasannawar | (18) Smt. Shevpati Naik |

If so, from what date?

If not, to what relief the above workmen are entitled?"

2. On receipt of this reference, a case at No. IT/25/90 was registered and notices were served upon both the parties. In response to the show cause notice, Party I-Workmen through their Union Goa Municipal

Workers' Union, Panaji, Goa, appeared and submitted their claim statement (Exb. 3) wherein they have averred thus:

The 18 workers named in the schedule appended to the order of reference are in the employment of Party II- Mapusa Municipal Council and the dates of their appointment have been shown against their names in Exb. W1. There was a dispute between the workmen and the Municipal Council and hence the matter was taken up for conciliation before the Labour Commissioner. However, Party II did not appear and hence a failure report was submitted by the Dy. Labour Commissioner, Panaji, Goa, on the basis of which, the Govt., was pleased to make this reference. The say of the workmen is that they were appointed in the scale of Rs. 775-12-955-EB-14-1025 plus usual monthly allowance admissible under the prevailing conditions from time to time. It was stipulated that the appointments of the workmen were purely on temporary basis and they were on probation for a period of two years which can be extended if necessary. However, the aforesaid conditions were not approved of by the workmen's union and according to the workmen the same were arbitrary and without force of law. Hence they had raised a dispute which as stated earlier ended in failure and hence the Government was pleased to make this reference for adjudicating the above referred issue.

3. A notice of this proceeding was duly served upon Party II - Municipal Council but it remained absent and was proceeded with ex-parte.

4. However, on the date of ex-parte hearing, it has been submitted by Shri Gaitonde, the learned representative for worker's union (vide Exb. 10 in IT/67/89), that the workers in this case are not inclined to pursue the matter further and hence the proceedings may be dropped at this stage.

In view of this state of affairs, it follows that the reference does not survive for want of prosecution and hence I pass the following order:

ORDER

The reference stands dismissed for want of prosecution by Party I- Goa Municipal Worker's Union, Panaji, Goa.

No order as to costs. Inform the Government accordingly.

Sd/-

(M. A. DHAWALE)

Presiding Officer

Industrial Tribunal

Order

No. CL/Pub-Awards/97/7546

The following Award dated 20-1-1998 in Reference No. IT/73/96 given by the Industrial Tribunal, Panaji-Goa, is hereby published as required under the provisions of Section 17 of the Industrial Dispute Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

R. S. Mardolker, Ex-Officio Joint Secretary (Labour).

Panaji, 2nd March, 1998.

IN THE INDUSTRIAL TRIBUNAL

GOVERNMENT OF GOA

AT PANAJI

(Before Shri Ajit J. Agni, Hon'ble Presiding Officer)

Ref. No. IT/73/96

Shri Simon Nazareth, Raint, Moira,
Bardez Goa. — Workman/Party I
V/s
M/s Geno Pharmaceuticals,
Tivim Industrial Estate,
Karaswaddo,
Mapusa, Bardez Goa. — Employer/Party II

Workman/Party I represented by Adv. A. F. D'Souza.

Employer/Party II represented by Adv. M. S. Bandodkar.

Dated: 20-1-1998.

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, the Government of Goa, by order No. IRM/CON-MAP/(39)/95-96/12052 dated 13th November, 1996, referred the following dispute for adjudication by this Tribunal:

"Whether Shri Simon Nazareth is a workman within the meaning of section 2(S) of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) or not?"

If yes, whether the action of the management of M/s Geno Pharmaceuticals Limited, Tivim Industrial Estate, Karaswaddo, in terminating the services of Shri Simon Nazareth, w.e.f. 25-10-1994 is legal and justified?

If not, to what relief the workman is entitled?"

2. On receipt of the reference, a case was registered under No. IT/73/96 and registered A/D notice was issued to the parties. In pursuance to the said notice, the parties put in their appearance. The Workman/Party I (For short "Workman") filed its statement of claim which is at Exb. 5. The facts of the case in brief as pleaded by the workman are that he was employed with the Employer/Party II (For short "Employer") as a technical person w.e.f. 3-5-97 and subsequently, he was confirmed as a Junior Engineer (Electrical) w.e.f. 1-11-93. That, on 1-7-94, the Workman carried one portable drill machine belonging to him for the purpose of repairing the same and as it was raining on that day, he carried the said machine directly to his work-place. That the workman did not declare to the Security guard about the said machine, as it was his private property. That, he handed over the said machine to one Mr. Anthony D'Silva for repairing the same as said Mr. D'Silva was going to Mardolkar Engineering Works, Karaswaddo. That the Security Guard did not allow the said Mr. D'Silva to take the said drill machine out of the work-place. That on 4-7-94, Mr. Anthony D'Silva informed the workman that he was taking the said Machine to Mardolkar Engineering Works for repairs and the workman told said Mr. D'Silva that he would inform the Security Guard in case it was required. That on 9-7-94, he was issued an Office Memorandum wherein it was alleged

that the act of the workman amounts to misconduct under the Certified Standing Orders and the workman was asked to explain as to why disciplinary action should not be taken against him. That, though explanation was not required as the drill machine belonged to him, the workman by abundant caution sent a reply dated 13-7-94 explaining all the facts. That, inspite of the said explanation, the workman received a notice dated 18-7-94 wherein allegations of mis-conduct such as theft, fraud and dis-honesty were made against him and the workman was informed that disciplinary enquiry would be held. That, accordingly, an enquiry was held and the workman was not permitted to be represented by his representative and he was not made aware of the outcome of the said enquiry. That on 25-10-94, the workman learnt from Mr. Anthony D'Silva that a termination letter was given to him by the Employer. That on 26-10-94, when the Workman reported for duty, he was forced to sign the resignation letter by the Personal Officer, Shri Vijay Ainapurkar and the date was mentioned as 24-10-94. That the workman was compelled to sign the said letter as he was threatened by the personal Officer of dire consequences in case that letter was not signed. That the employer physically prevented/stopped the workman from entering the work place from 26-10-94 and he was told that he would be informed as to when he should report for duty. That, as no communication was received, the workman on 17-12-94 filed an application before the Assistant Labour Commissioner (Mapusa) in respect of his illegal termination. That the conciliation proceedings resulted in failure because of unlawful and unco-operative attitude of the employer. The workman contended the enquiry was held against him without complying with the certified standing orders and also not following the principles of natural justice. The workman further contended that the action of the employer in terminating his services is illegal and unjustified. The workman further prayed that he be reinstated back in service with full back wages and other consequential benefits.

3. The Employer/Party II filed written Statement which is at Exb. 6. The Employer stated that the workman was working in supervisory and administrative capacity and was drawing salary of more than Rs. 1600/- and therefore, he is not a workman within the meaning of Sec.2(s) of the Industrial Disputes Act, 1947. The Employer stated that the workman was issued a proper chargesheet and since the charges were proved against him, which were of serious nature, he was dismissed from service. The Employer stated that the workman could not produce any gate pass or entry pass to prove that the drill machine belong to him and that he had told Mr. A. D'Silva to take it out of its company's premises. The Employer stated that the workman fully participated in the enquiry and denied that the enquiry was held in violation of the certified standing orders or without complying with the principles of natural justice. The employer stated that the workman as well as Mr. D'Silva having realised that they would be dismissed from service, sent letters dated 24-10-94 resigning from service w.e.f. 24-10-94 and the employer accepted the resignation of Mr. Anthony D'Silva but did not accept the resignation of the workman and dismissed him from service w.e.f. 25-10-94 by letter dated 24-10-94. The employer denied that the workman was forced or compelled to submit his resignation by the personal officer. The Employer stated that the termination of the services of the workman is legal and justified and the workman is not entitled to any relief as claimed by him. Thereafter, the workman filed Rejoinder which is at Exb.7.

4. On the pleadings of the parties, issues were framed at Exb.10 and thereafter, the case was adjourned several times as the parties submitted that they want to settle the matter. On 18-12-97 when the case was fixed for hearing, the Parties submitted that the dispute between them was settled and they filed terms of settlement dated 18-12-97 Exb.11. The

parties prayed that the reference be disposed off as per the terms of the settlement. I have gone through the terms of the settlement and I am satisfied that the said terms are certainly in the interest of the workman. I therefore, accept the submissions made by the parties and pass the Consent Award in terms of settlement dated 18-12-1997 Exb.11.

ORDER

a) It is agreed that the Employer/Party II shall pay a sum of Rs. 40,000/- (Rupees Forty Thousand only) in full and final settlement to the Workman/Party I arising out of his employment which shall include notice pay, leave salary, Bonus, retrenchment compensation, gratuity if any, and ex-gratia etc.

b) The Workman/Party I shall accept the amount mentioned in clause No.(a) in full and final settlement of his all claims arising out of his employment and further confirms that he shall have no further claim against the Employer/Party II of whatsoever nature, including any claim of reinstatement or re-employment and that his entire claim in the reference is fully settled.

No order as to cost.

Inform the Government accordingly.

Sd/-
(AJIT J. AGNI)
Presiding Officer
Industrial Tribunal

Order

No. CL/Pub-Awards/97/8045

The following Award dated 29-1-1998 in Reference No. IT/82/94/82 given by the Industrial Tribunal, Panaji-Goa, is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

R. S. Mardolker, Ex-Officio Joint Secretary (Labour).

Panaji, 25th March, 1998.

IN THE INDUSTRIAL TRIBUNAL**GOVERNMENT OF GOA****AT PANAJI**

(Before Shri Ajit J. Agni, Hon'ble Presiding Officer)

Ref. No. IT/82/94

Shri Fausto Morias,
Ubo Dando, St. Cruz,
Ilhas Goa.

— Workman/Party I

V/s
M/s National Trading Corporation
Rizvi Chambers, Opp. Delmon Hotel,
Panaji Goa.

— Employer/Party II

Workman/Party I represented by Adv. P. J. Kamat.

Employer/Party II represented by its Partner Shri Suhas Pai.

Dated: 29-1-1998.

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa by order bearing No. 28/22/94-LAB dated 5-8-94 referred the following dispute for adjudication by this tribunal.

"Whether the action of the management of M/s National Trading Corporation, Panaji Goa, in terminating the services of Shri Faustino Morais, Service Technician, w.e.f. 1-9-1993 is legal and justified?"

If not, to what relief the workman is entitled?"

2. On receipt of the reference, a case was registered under No. IT/82/94 and registered A/D notice was issued to the parties. In pursuance to the said notice, the parties put in their appearance. The Workman/Party I (For short "Workman") filed its Statement of Claim which is at Exb. 3. The facts of the case in brief as pleaded by the workman are that he was employed by the Employer/Party II (For short "Employer") as a Service Technician with effect from 1-11-1989, but, he was issued letter of appointment only on 31-3-1990 and he was paid a monthly salary of Rs. 1300/-. By letter dated 31-8-93, the employer terminated his service with immediate effect alleging that he was not faithful to the Company and he had rendered his services to one of the ex-staff of the employer. That since the allegation made against him were false, the workman demanded from the employer that he should be taken back in service, and as the employer did not consider to his demand, the workman raised an Industrial Dispute before the Assistant Labour Commissioner, Panaji, as regards his wrongful termination. That the conciliation proceedings held by the Asst. Labour Commissioner ended in failure and as such, the reference of the dispute was made by the Government. The workman contended that the employer terminated his services illegally without following the provisions of law and the principles of natural justice. The workman contended that he was never issued any chargesheet or a memo and no domestic enquiry was held against him. The workman therefore, claimed that he is entitled to reinstatement in service with full back wages.

3. The employer filed written statement which is at Exb. 6. The employer stated that the workman was employed w.e.f. 1-11-89 on salary of Rs. 600/- p.m. and as per the appointment letter dated 8-11-89, he was placed on probation. The employer denied that the monthly salary of the workman was Rs. 1300/- p.m. The employer stated that the workman was always negligent towards the performance of his duties and various oral and written warnings were issued to him. The employer stated that the workman was rendering his services to one of the ex-staff of the employer's establishment who is selling the same intercom system which are sold by the employer and as such, he was directly and adversely affecting the employer's business due to which, the employer lost its clients. The employer stated that inspite of being warned to refrain from such illegal acts, the workman continued to render his service to the ex-staff of the employer during the office hours. The employer stated that the services of the workman were terminated because on accounts of the above facts, the employer lost confidence in him. The employer denied that the services of the workman were terminated wrongfully without following the provisions of Labour law and principles of natural justice and further stated that the

workman was advised to collect all his legal dues vide letter dated 16-9-93. The employer contended that the termination of the services of the workman is legal and justified. The employer denied that the workman is entitled to any reliefs as claimed by him. Thereafter, the workman filed his Rejoinder which is at Exb. 7.

4. On the pleadings of the parties, issues were framed at Exb. 8 and thereafter, the evidence of the workman was recorded. That when the evidence of the employer was partly recorded, the parties submitted that they desire to settle the dispute amicably. Accordingly, on 7-1-98, the parties appeared and submitted that the dispute between the parties was settled on monetary terms and they filed terms of settlement dated 7-1-98 dully signed by the parties alongwith an application dated 7-1-98 Exb. 14, praying for consent award in terms of the settlement. I have gone through the terms of the settlement and I am satisfied that the said terms are certainly in the interest of the workman. I therefore, accept the submissions made by the parties and pass the Consent Award in terms of the settlement dated 7-1-98 Exb. 15.

ORDER

1. It is agreed between the parties that the management of the firm shall pay an amount of Rs. 28,000/- (Rupees Twenty Eight Thousand only) to Mr. Faustino Moraes, workman in full and final settlement of all his claims.

2. It is agreed between the parties that in view of the payment of the amount agreed in Clause (1) above, the workman does not press his claim for reinstatement with full back wages and agree that he is properly relieved.

3. It is agreed between the parties that the amount agreed shall be paid by the firm on or before 31-1-1998.

4. It is agreed between the parties that an application shall be made before the Hon'ble Industrial Tribunal, Panaji Goa, in reference No. IT/82/94 for Consent Award.

No order as to cost.

Inform the Government accordingly.

Sd/-
(AJIT J. AGNI)
Presiding Officer
Industrial Tribunal

Department of Mines

Order

No. 96/78/87-Mines

In exercise of the powers conferred by sub-section (2) of section 8 of the Mines and Minerals (Regulation and Development) Act, 1957

(Central Act 67 of 1957), read with sub-rule (2) of rule 24A of the Mineral Concession Rules, 1960, the Government of Goa hereby renews the mining lease in favour of M/s V. S. Dempo. & Co. Ltd. (hereinafter referred to as "The lessee") for undertaking mining operations for Fer/Mang. In the area shown in the schedule appended to this Order for a period of 17 years 7 months (from 22-11-1987 to 21-6-2005) subject to the special conditions as laid down hereunder to be incorporated in the lease deed which shall be executed by the Lessee and the Governor of Goa:

1. The Lessee shall carry out at his expenses such experiments on remedial measures as directed by the Director of Industries and Mines, Government of Goa or any other officer authorised by him and shall report the result to him.

2. The Lessee shall allow, co-operate with and provide all facilities to the experts authorised by the Government to carry out research work or experiments on remedial measures in his leased area or dumping sites.

3. The Lessee shall at his own expenses undertake remedial measures to the satisfaction of the Director of Industries and Mines, Government of Goa (hereinafter called Director of Industries and Mines) to prevent damage to the agricultural or forest lands due to the flow of mining rejection or wastes or slimes resulting from his mining operations, within a reasonable time or such time as may be directed by the Director of Industries and Mines.

4. If the Director of Industries and Mines or the officer authorised by him in this behalf, is of the opinion that any active dump causes or will cause damage to the agricultural or forest land, which cannot be prevented, he may by order in writing, direct to stop further dumping on such dump. No such order shall however be made unless the Lessee is afforded a reasonable opportunity of stating his case.

5. The Lessee shall undertake to rehabilitate the land left over after the mining operations are concluded, through soil conservation measures to the satisfaction of the Government and within such reasonable time as the Government may by an order in writing specify.

6. In the event of the failure on the part of the Lessee to undertake the aforesaid measures within the stipulated period, the Government without prejudice to any other action it may take against the Lessee, may take the requisite steps to rehabilitate the said land and recover the expenses incurred for such work from the Lessee as arrears of land revenue.

7. The Lessee shall undertake necessary measures to consolidate the dumps by planting suitable species of grass, legumes, or trees, etc. as may be directed by the Director of Industries and Mines, from time to time.

8. The Lessee shall undertake to plant elsewhere within the leased area at least as many trees as are removed during the mining operations.

9. The Lessee shall not dump or allow it to be dumped any rejects at any point within a distance of 100 metres from the bank of any river or nallah and 50 metres from the lease boundary, except with the previous written permission of the Government.

10. The Lessee shall not discharge or allow it to be discharged any muddy and slimy water from the beneficiation/ washing plant and shall

provide settling tanks of proper design and adequate capacity for settling solids so that only decanted water may overflow.

11. The Lessee shall undertake the work of desilting of drains and streams outside the leased area periodically to prevent them from being choked and shall provide check dams to facilitate the settling of suspended solids.

12. The Lessee shall take necessary steps not to overload or allow it to be overloaded the trucks carrying the ore/rejects from the leased area to any loading point or stockyard.

13. The Lessee shall make and pay such reasonable compensation to the owner or tenant or occupant of the land or property situated in the leased area or in the vicinity of the leased area which is damaged or injured or disturbed as a result of mining operation or due to the flow of mining rejects, slimes or wastes from the mine as the case may be, as may be assessed by the Collector South Goa in accordance with the law in force on the subject and shall indemnify or keep indemnified fully and completely the Government against all claims which may be made by any person or persons in respect of any such damage, injury or disturbance and all costs and expenses in connection therewith.

14. The Lessee shall obtain surface rights or obtain consent of the Owner/ Occupier of land before entering the land for commencement of mining operations in the area.

15. Legal status of forest land will remain unchanged.

16. Compensatory afforestation to be raised over the degraded forest land twice in extent to the forest area to be broken up afresh (14.81 ha. x 2 = 29.62 ha.) at the cost of the user agency.

17. Additional dues if any, in the cost estimates of raising compensatory afforestation over double degraded forest land as per present wage structure shall be deposited by the user agency in favour of the Forest Department immediately.

18. Compensatory afforestation to be raised over degraded forest area equivalent to the area being kept as buffer zone (67.2285 ha.) in a phased manner at the cost of the user agency by raising plantations over 1/10th of the area every year.

19. Mine area reclamation and revegetation should be carried out concurrently to the maximum extent possible.

20. Top soil should be preserved and used for carpeting the reclaimed mine area. Care should be taken to preserve the nutrient value of the top soil during storage.

21. Effective pollution control measures with respect to air quality, water quality and noise level should be implemented.

22. Stable protective wall should be constructed around the rejection dump and other protective measures be taken to minimise the adverse impacts due to wash-off from rejection dump.

23. Regular monitoring of environmental parameters should be carried out and report submitted to Regional Office of this Ministry and State Pollution Control Board periodically.

24. Adequate fund provision should be made for implementation of above measures.

25. The forest land should not be used for any purpose other than specified in the proposal.

M/s V. S. Dempo & Co. Ltd. shall on peril of revocation of this order execute within a period of 180 days from the date of communication of this order a deed of lease as contemplated under rule 31 of the Mineral Concession Rules, 1960.

SCHEDULE

District	Taluka	Village	Area in hectares	T.C.No.
South Goa	Sanguem	Curpem	97.6775 ha.	3/51

By order and in the name of the Governor of Goa.

J. M. de Almeida, Joint Secretary (Mines).

Panaji, 2nd January, 1996.

Department of Social Welfare

Directorate of Social Welfare

Notification

No. 13-19-89-SWD/2341

Read:- Government Notification No. 13-19-89-SWD/1530 dated 23-7-1998.

In partial modification of the Government Notification No. 13/19/89-SWD/1530 dated 23-7-1998 constituting a Committee to look after the interests of Other Backward Classes in this State, Government is pleased to reconstitute the said Committee with the following members:—

- | | | |
|--|---|-------------------|
| 1. Hon. Minister for Social Welfare | — | Chairman. |
| 2. Shri Jose Francisco Gomes | — | Vice Chairman. |
| 3. Shri Surya Gaude, Mardol | — | Member. |
| 4. Shri Caetano Colaco, Nuvem | — | Member. |
| 5. Shri Betu Kavlekar, Siridao | — | Member. |
| 6. Shri Felix Fernandes, Ambelim | — | Member. |
| 7. Shri Punaji Achrekar, Saligao | — | Member. |
| 8. Shri Avinash Bhosle, Verem | — | Member. |
| 9. Shri Chandrakant M. Gaonkar, Molkorne, Quepem | — | Member. |
| 10. Shri Darshan Loliencar, Betim | — | Member. |
| 11. Secretary (Social Welfare) | — | Member. |
| 12. Director (Social Welfare) | — | Member Secretary. |

The Committee shall hold its meeting once in every quarter and shall study the schemes of Local Government and Government of India, and for the benefit of the above Communities and advise Government on various matters for the effective implementation of those schemes.

The Non-Official members shall be paid sitting allowance of Rs. 400/- per sitting. No separate TA/DA shall be paid.

The tenure of the Committee shall be for a period of 3 years from the date of notification.

S. V. Shirodkar, Director of Social Welfare and Ex-Officio Jt. Secretary.

Panaji, 12th October, 1998.

Notification

No. 13/19/89/SWD/2351

Read: Government Notification No. 13/19/89/SWD/1531 dated 24-7-1998.

In partial modification of the Government Notification No. 13/19/89/SWD/1531 dated 24-7-1998 constituting a Committee to look after the interests of Scheduled Castes and Scheduled Tribes in the State of Goa Government is pleased to reconstitute the said Committee with the following members:—

- | | | |
|-------------------------------------|---|----------------|
| 1. Hon. Minister for Social Welfare | — | Chairman. |
| 2. Shri Sakharam Kamble, Mapusa | — | Vice Chairman. |

- | | | |
|-----------------------------------|---|-------------------|
| 3. Shri Shambhu B. Bandekar | — | Member. |
| 4. Smt. Sonia Subhash Halarnkar | — | Member. |
| 5. Shri Gajanan Parwar | — | Member. |
| 6. Shri Gangaram Morajkar | — | Member. |
| 7. Shri N. B. Rao | — | Member. |
| 8. Shri Surya Halarnkar, Bicholim | — | Member. |
| 9. Shri Bhiku Parwar, Bicholim | — | Member. |
| 10. Shri Krishna Parwar, Borim | — | Member. |
| 11. S. K. Jadhav, Assagao | — | Member. |
| 12. Secretary (Social Welfare) | — | Member. |
| 13. Director (Social Welfare) | — | Member Secretary. |

The Committee shall hold its meeting once in every quarter and shall study the schemes of Local Government and Government of India, for the benefit of the above Communities and advise Government on various matters for the effective implementation of those schemes.

The Non-Official members shall be paid sitting allowance of Rs. 400/- per sitting. No separate TA/DA shall be paid.

The tenure of the Committee shall be for a period of 3 years from the date of notification.

S. V. Shirodkar, Director of Social Welfare and Ex-Officio Jt. Secretary.

Panaji, 12th October, 1998.